

## The James F. Cosgrove Co.

WE OFFER  
DOLLAR DAY  
SHOE  
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Our Mark-down Sale of Summer Shoes for Men and Women, Boys and Girls, mean the best values ever shown in Norwich. Every pair a real SHOE BARGAIN For Wednesday, "Dollar Day," there will be special bargains, such as will make it worth while to shoe the family up now.

WATCH OUR WINDOWS.  
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Dollar Day Prices

## The James F. Cosgrove Co.

206 MAIN STREET, FRANKLIN SQUARE  
Telephone 544

## \$3120 AWARD FOR MRS. MCKAY

Compensation Commissioner Finds That Charles J. McKay Was Fatally Injured While in the Course of His Employment by the Metropolitan Life Insurance Company—Was About to Board Car for Greenville to Collect Insurance When Struck by Automobile.

In the claim for compensation brought against the Metropolitan Life Insurance Company by Mrs. Annie E. McKay, of 23 Spalding street, for the death of her husband, Charles J. McKay, Compensation Commissioner James J. Donohue filed his finding on Monday. The hearing was held on August 10th. It is found that Mr. McKay was injured on June 2nd and his death occurred on June 11th, 1915, and this his injury arose out of and in the course of his employment. His widow is awarded a compensation of the sum of \$10 weekly for a period of 312 weeks, together with \$100 for burial expenses, the medical, surgical and hospital expenses also to be paid by the respondent.

The commissioner's memorandum of decision is as follows: In finding for the claimant in the present case the question which must be decided is: Did the injury arise out of and in the course of his employment? The Metropolitan Life Insurance Company is a company which transacts industrial insurance, together with ordinary life insurance. It is expected that an agent in their employment is on duty a very large part of his time; in fact, there are no hours specified when he shall be at work. He is entitled to and allowed to collect and write insurance policies and solicit for business at any hour of the day or night that may best suit the convenience of himself and the prospective candidate for insurance.

According to the finding of the coroner (and his finding was admitted in the testimony) it appears that "said Charles J. McKay died in the town of Norwich on the 11th day of June, 1915, from hemorrhage of the brain due to fracture of the skull. Said Charles J. McKay was in the highway at the junction of Main and North Main streets, Norwich, at about 7:15 p. m. of June 2nd, 1915, walking from the sidewalk at the northwesterly corner of the Marguerite building, toward the car track, having signalled the motor man of the electric car that had left Franklin square at 7:15 p. m. that was approaching. He was coming toward the electric car diagonally across the street and had reached a point five or six feet from the car track when he was struck by the automobile. William H. Buckley of Baltic, Conn., came along, going northerly. Mr. Buckley occupied the front seat alone and driving the car.

According to the statement of William H. Buckley he did not see McKay until he was within 30 feet of him and then in his effort to pass McKay he struck him with the automobile. McKay was dragged some ten or fifteen feet, and when the automobile was brought to a standstill he was taken out from under the front end of the car and bleeding from a wound on the back of his head, according to the coroner's finding. Mr. McKay was taken to the Backus hospital and lived until twenty minutes to seven a. m., June 11th, 1915.

Had Signalled to Car. In the coroner's report it appears that McKay had signalled the motor man of the electric car and in another place it states that McKay was in the highway for the purpose of boarding an electric car, all of which would tend to show that there was no question in the mind of the coroner, but what McKay was at the place where he received his injury for the purpose of taking a car which was going toward Greenville at the time.

Certain Sections to Each Agent. For the convenience of the agents and to facilitate their collections and to do it with greater dispatch, the different agents are assigned to certain sections of the city in which to collect. McKay's district consisted of the West Side and he also had a number of collections to make in Poque-tanuck and the neighboring territory where he had been assigned to collect. This system of the agents collecting in certain districts is not a hard and fast rule, so that an agent is not restricted from writing new business in other sections of the city outside of the district allotted to him; in fact, he can write business anywhere, but in order to have collections more conveniently made, after a certain specified time, the business is transferred to the agent in that district, in case of the removal of an insured from one district to another, if such can be done conveniently, but there are exceptions to all these rules, and as said before they are not hard and fast rules, so that for some reason every agent is collecting in some other agent's territory at times.

It is customary for agents to credit up the amount which they collect from policyholders on a book which the insured has at his or her home, and also to credit it on their own book, which is a fairly good sized book and generally carried by an agent during the time of making his regular collections, but there are times in which agents will make collections when he does not have this book with him as is probably true in the present case.

Few Collections in the Evening. There are some policyholders carrying industrial insurance who are dilatory in payments and the agent, instead of going in the day time to collect, has to go at a time when it suits the convenience of the insured to meet the payments. For instance, if an agent goes in the evening he probably does so at the request of the insured, he goes for some other reason which suits that particular case and in which case when he would be making collections, he probably would not have a great number to make, and consequently would not carry around the large insurance book which he makes his credits, which is a rather heavy book and inconvenient to carry, but does so in his private memorandum and transfers it as soon as he reached his home.

If an agent starts out to make two or three collections in the evening he cannot collect in the day time; it is very reasonable to conclude that he is not going to carry around this cumbersome book for the sake of crediting up a very small amount of money, and while it may be a rule which shall be followed, it is a rule which is undoubtedly broken by every agent as often as necessity demands it, for whenever an agent is offered money, whether he has his book with him or not, it is not expected that he will refuse it, and many a collection on industrial insurance has been made on the street and at a time when nobody is expecting a collection can be made.

On His Way to Greenville. On the night in question, June 2d, McKay had collected insurance from Mrs. John of Fox Hill; he was in her house, leaving the car track, and struck seven, as she stated in her testimony. Fox Hill is in close proximity to the town of Preston, where Poque-tanuck is located, and it was one of the sections in which McKay was expected to collect. The distance from Mrs. John's home to the place where Mr. McKay received his injury is somewhat less than a mile, and it would appear that McKay was directed by Mrs. John's home to the Marguerite Building, his purpose being to collect insurance from her. McKay, in Greenville, one James Quinn, who had agreed to pay him on the night in question if he called at his home for the money. It appears from the coroner's finding that McKay was about to board a car and the testimony tends to show for the purpose of fulfilling an agreement which he had made with Quinn to collect the insurance in question.

Was Out to Collect Insurance. The fact that Mr. McKay had collected insurance from Mrs. John, and had gone to the trolley to board it for Greenville to get the money by agreed appointment, shows conclusively that McKay was out for the purpose of collecting insurance for the company and that he received an injury which arose out of and in the course of his employment, which injury resulted in his death.

Injury in Course of Employment. While there is no claim of any sort that the injury must be "peculiar to the employment and not common to the neighborhood," that statement in itself unqualified or unexplained would be very far from the proper test of an "injury arising out of and in the course of employment." The injury must be incidental to the character of the business, and in the present instance the character of Mr. McKay's business was that of going from house to house undergoing a hazardous undertaking while engaged in this work, and undergoing such dangers as ultimately caused his death.

It might be well and of advantage to quote the words of Chief Justice Rugg in the famous McNicol case where he defines the words "injury arising out of and in the course of employment": "It is not easy nor necessary to the determination of the case at bar to give a comprehensive definition of these words (personal injury arising out of and in the course of employment) which shall accurately include all cases embraced within the act and with precision exclude those outside of its terms. It is sufficient to say that an injury is received in the course of the employment when it comes within the workman's doing the duty which he is employed to perform. It arises out of the employment when there is apparent to the rational mind upon consideration of all the circumstances a causal connection between the conditions under which the work is required to be performed and the resulting injury. It need not have been foreseen or expected, but after the event it must appear to have had its origin in the risk connected with the employment and to have flowed from that source as a rational consequence. The injury came while

## NO REASON FOR IT

When Norwich Citizens Show a Way.

There can be no reason why any reader of this who suffers the tortures of an aching back, the annoyance of urinary disorders, the pains and dangers of kidney ills will fail to heed the words of a neighbor who has found relief. Read what a Norwich citizen says:

Mrs. Mary Neff, 465 Main St., Norwich, says: "For many years one of my family was subject to attacks of kidney complaint. He suffered from pains across his loins and at times could scarcely get about on account of his back being so stiff and lame. The kidney secretions were irregular in passage and often contained sediment. Doan's Kidney Pills, procured at N. D. Sevin & Sons' Drug Store, proved of benefit from the first and soon every symptom of kidney complaint disappeared. I willingly confirm all I said in praise of Doan's Kidney Pills in the statement I gave a few years ago. Nothing has occurred to change my high opinion of this remedy."

Price 50c, at all dealers. Don't simply ask for a kidney remedy—get Doan's Kidney Pills—the same that Props, Buffalo, N. Y.

Most Children Have Worms. And neither Parent or Child knows it, yet it explains why your child is nervous, pale, feverish, backward. Often children have thousands of Worms. Think of how dangerous this is to your child. Don't take any risk. Get an original 25c. box of Kickapoo Worm Killer, a candy lozenger. Kickapoo Worm Killer will positively kill and remove the Worms. Relieves Constipation, regulates Stomach and Bowels. Your child will grow and learn so much better. Get a box today.

the deceased was doing the work for which he was hired."

The statement is made by the respondent that the claimant must substantiate her claim by a fair preponderance of evidence, and in the present instance it is very clearly evident that this has been so established.

Unjust to Allow Objections.

While there is no claim of any serious and willful misconduct in the present case, there is the intimation that Mr. McKay was disobeying the orders of the company when he was collecting in other districts as in the Quinn case; also the same intimation is made as to the fact that he did not have his collection book with him at the time he was doing this work, but these particular points have been dealt with previously in this memorandum of decision, and it would be very unjust to allow these objections to be a bar to the maintenance of a claim on account of some technicality of the nature. In England, it might be stated, in cases of permanent disability and death such a question could not be raised and would not be allowed as a defense on the ground that in case of death the employee is not able to make his own defence.

East Haven—The Second Infantry arms competition is to be held at East Haven, Aug. 28.

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Trolleys Lead  
To

The Boston Store

The Business  
Center  
of Norwich

HOSIERY AND UNDERWEAR  
At End of the Season Prices

Hosiery and Underwear of value at prices which you will appreciate is the ruling for today. At this time of the year it is a positive necessity to replenish to a certain extent a portion of the Summer wardrobe and here's the chance to renew an essential portion of it at genuine bargain prices.

## See These Bargains

## FULL-FASHIONED BLACK COTTON HOSE

For the woman who appreciates a substantial weight for Fall wear we offer splendid 27½c hose in sizes 4½ and 9 only. These are reinforced at every wearing point—

FOR 25c A PAIR

## BURSON HOSIERY

A lot of the well-known Burson Hose in black with unbleached soles in both common and extra sizes. These are sold everywhere for 25c a pair—

TWO PAIRS FOR 42c

## SEAMLESS SILK LISLE HOSE

Black and Tan Stockings for women who want a good hose at a medium price. Made with double sole and high spliced heel. A regular 25c quality—

FOR 19c

## BLACK SILK LISLE HOSE

A fine seamless hose of slightly appearance with double garter top. These are the hose that the manufacturer would not pass as absolutely perfect—but they are practically so. Should sell for 15c a pair—

NOW 17c, 2 PAIRS FOR 30c

## FINE RIBBED VESTS FOR WOMEN

Low neck and sleeveless vest with narrowed waist. A fine Summer weight in sizes 4 to 6. The regular price is 25c—

FOR 19c

15c VESTS for ..... 11c

10c VESTS for 50-2 for ..... 15c

A GOOD UNION SUIT for only ..... 25c

The Reid Hughes Co

## FOR A TRAINED RESERVE CORPS.

Former Navy Men in This City Have Received Details of Daniel's Plan.

H. W. Barnes, gunner's mate of the first class connected with the Naval Recruiting Station at Hartford, is endeavoring to locate those in the state, who have seen service in Uncle Sam's navy. His purpose was to acquaint them with details connected with the plan of Secretary of the Navy Daniels to give the country a trained reserve corps in case of emergency. His work is similar to that being carried on throughout the country. While at first the government's plans were received with little enthusiasm, due to its being regarded as a misunderstanding of details, Mr. Barnes says that sentiment has now changed, that there is much interest shown, and many have already enrolled as members of the Naval Reserve. An educational campaign is credited with being responsible. Previously the navy department officials became aware that much confusion exists among the ex-service men scattered all over the country relative to the new organization, administration, enlistment, pay and active service required. It is to correct these ideas that officers and men on special service have been delegated to explain the real purposes and regulations.

## Those Ocean Beach Bathhouses.

Although nothing has developed as yet, it is probable that there will be legal proceedings in regard to the proposed plan to erect a number of bathhouses on Bentley avenue at Ocean Beach. There is only one day in the week when the present bathhouses do not supply the demand and that is on Sunday. These houses are owned by the city and are leased to A. H. Wilkinson, who has been the lessee for a number of years. His rent is considerable for the entire summer and the city is interested in a financial way. Then there are the nearby cottagers who, it is understood, are making plans to prevent the bathhouses from being built so close to their cottages. In the meantime the matter rests with the promoter's announcement on a billboard placed on the property that reservations may be made with a local real estate dealer for the coming season.

## TO KILL DEER MUST HAVE HUNTER'S LICENSE

Attorney General Hinman Gives Opinion in Regard to New Game Laws.

Attorney General George E. Hinman has given to John M. Crampton an opinion as to three recent game laws, the most important being upon the act regarding the killing of deer. While he says that his opinion is only for the information of the board until the laws are construed by the courts he holds that an employee who kills a deer upon the land of his employer must first possess a hunter's license. As to the act requiring trappers to take out hunter's licenses the attorney general holds that it must be construed to require a license only when the animals trapped are protected by law. In the third particular he holds that the person who kills a deer upon his own land may rightfully possess its carcass.

Walter Smith of East Dismount, Me., recently sheared 83 sheep with hand shears in one day.

## CONTRACT FOR TAFTVILLE BLOCK.

Three Story Building For A. Pion Awarded to Fenton Brothers & Co.

The contract for a three story block to be erected on Hunter's avenue, Taftville, for A. Pion, was awarded to Fenton Brothers & Co. on Monday. The building is to be 45x60 with stores on the first floor, tenements on the second and the third floor will be used for storage. The cellar is to be of concrete, metal ceilings are to be used in the stores, the building will have full plumbing and will be steam heated and lighter by electricity. The plans were prepared by Architect Charles H. Preston.

A tract of land in Williams street owned by the Connecticut College for Women has been sold to the Shore Line Electric Company through the chairman of the college trustees, F. Valentine Chappell. The Shore Line Company will erect a power house on the site.

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## Dollar Day Sale

FOR WEDNESDAY ONLY

We Are Offering the Greatest  
Values for One Dollar  
Ever Heard Of



## AXMINSTER RUGS

Mottled designs, size 27x54, \$1.75 value,

Wednesday Only \$1.00

Baby's Sulky .....\$1.00

Zabourells .....\$1.00

Cocoa Door Mats...\$1.00

Rockers .....\$1.00

Boilers .....\$1.00

## PICTURES

Any Picture in our store value up to \$1.75,

Wednesday Only \$1.00

Dining Chairs .....\$1.00

Iron Beds .....\$1.00

Pillows, per pair...\$1.00

Lamps .....\$1.00

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**The Connoisseur Says:**

How often a visitor to the Brewery remarks "Ale never tastes so good as it does here, drawn direct from the big storage tanks."

When you see glasses of Hanley's Peerless Ale from a bottle with the big "ALE" on the label, you are in effect drawing it from a storage tank at the brewery.

For Brewery Bottling Brew flows from the heart of government storage tanks into the brown bottle and is sealed hermetically. It is scientifically treated to protect it from changing temperatures. The dark glass keeps out light. It travels from our cellars to your palate, all its life, sparkle, hop fragrance and malty wholesomeness intact.

Cool to the temperature of our cellars and the brew is identical in every respect to that in our cellars.

Brewery Bottling Brew Brings Our Cellars to You.

**HANLEY'S PEERLESS ALE**

THE JAMES HANLEY BREWING COMPANY PROVIDENCE, R. I.

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